

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 12		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 75		3. EFFECTIVE DATE April 26, 2006		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J/MED		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C	
						10B. DATED (SEE ITEM 13) 1/1/04	
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated	Shared	Award Fee	Potential	Contract	Total Sum
	<u>Estimated Cost</u>	<u>Savings</u>	<u>Earned</u>	<u>Award Fee</u>	<u>Value</u>	<u>Allotted</u>
Prev. Base Total	\$496,752,637	\$0	\$17,620,863	\$11,018,877	\$525,392,377	\$446,612,770
This Modification	\$0	\$0	\$0	\$0	\$0	\$0
Rev. Base Total	\$496,752,637	\$0	\$17,620,863	\$11,018,877	\$525,392,377	\$446,612,770

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Julia A. Whitt, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Julia A. Whitt <small>(Signature of person authorized to sign)</small>	April 24, 2006	BY /s/ Jeffrey S. Jackson <small>(Signature of Contracting Officer)</small>	April 26, 2006

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to definitize the Contractor's credit proposal SAIC-P-019 entitled "Marshall Space Flight Center (MSFC) Consolidated NPPS Operational Support Credit Proposal" and dated April 17, 2006. This proposal was submitted in response to NASA/MSFC letter request for proposal PS31J/AA02C-06-194 dated April 4, 2006, which indicated that effective May 27, 2006, PWS section 3.1.2, Consolidated NPPS Operational Support, would be deleted from the contract as the effort would transition to the NASA Shared Services Center. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is decreased by \$0. The total of Potential Award Fee is also decreased by \$0. It is mutually agreed that because the contractor's Final Proposal Revision submitted as part of the UNITEs competition reflected anticipated reductions in staffing to account for the transition of the NASA Personnel/Payroll System (NPPS) to the NASA Shared Services Center, no downward adjustment to the contract value is warranted.
- B. Attachment J-1, Performance Work Statement, page J-1-20, Section 3.1.1, Sustaining Engineering Support for Agencywide Administrative Systems (SESAAS), part c., is hereby revised to reflect the deletion of references to the Consolidated Agencywide Personnel/Payroll System (CAPPS), effective May 27, 2006. The reference to CAPPS in the subsequent sentence is also deleted. BECAUSE THIS MODIFICATION IS EXECUTED PRIOR TO THIS DATE, THE REPLACEMENT PAGE J-1-20 SHOULD NOT BE FILED BEFORE MAY 27, 2006.
- C. Attachment J-1, Performance Work Statement, pages J-1-20 and J-1-21, Section 3.1.2, Consolidated NPPS Operational Support, is hereby deleted in its entirety, effective May 27, 2006. BECAUSE THIS MODIFICATION IS EXECUTED PRIOR TO THIS DATE, THE REPLACEMENT PAGES J-1-20 AND J-1-21 SHOULD NOT BE FILED BEFORE MAY 27, 2006.
- D. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

J-1-i
J-1-20
J-1-21

Page(s) Added

J-1-i
J-1-20
J-1-21

- E. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

NASA/MSFC letter request
For Proposal
PS31-J/AA02C-06-194
dated April 4, 2006

Contractor
Proposal Number

SAIC proposal SAIC-P-019
dated April 17, 2006, and
submitted via SAIC letter
SAIC-06-393 dated
April 17, 2006

- F. All other terms and conditions of NNM04AA02C remain unchanged.

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3.1.1 Sustaining Engineering Support for Agencywide Administrative Systems (SESAAS)

The contractor shall maintain the SESAAS applications until transition to the IEMP suite of applications. Prior to the transition, the contractor shall also develop any interfaces required between these Agencywide systems and the IEMP system. These applications include:

- a. Procurement System - Acquisition Management System (AMS).
- b. Asset Management – NASA Equipment Management System (NEMS), NEMS Central Database system, NASA Property Disposal Management System (NPDMS), NASA Supply Management System (NSMS), and NASA Online Supply Catalog (NOSC).
- c. Human Resources – NASA Personnel/Payroll System (NPPS).
- d. Training –The contractor shall be responsible for the development and maintenance of the AdminSTAR system. The contractor shall also develop any Agencywide ad hoc queries using Brio. The contractor shall also be responsible for the software development and sustaining support for the NASA On-line Registration System (NORS), which interfaces to AdminSTAR.

The contractor shall also provide production support to the NEMS Central Database, the General Services Administration (GSA) Error Report Transmission, Employee Express, and AdminSTAR.

3.1.2 RESERVED

3.1.3 Site for On-line Learning and Resources (SOLAR)

The contractor shall provide software development; sustaining support; system and database administration; production support; strategic planning for e-training, and course content development for the SOLAR system. Course content development shall meet Federal Accessibility Standards compliance as well as Sharable Content Object Reference Model (SCORM) compliance. Examples of course content are IT Security training, IEMP training, and Safety and Mission Assurance training.

3.1.4 Web Time and Attendance Distribution System (WebTADS)

The contractor shall provide software development and sustaining support as well as production support activities for the WebTADS. Effective November 15, 2005, the work in this section shall be performed as part of PWS 4, IEMP Integration Services.

3.1.5 NASA Acquisition Internet Services (NAIS)

The contractor shall provide software development and sustaining support as well as production support activities for the NAIS.

3.1.6 Dryden Flight Research Center (DFRC) Applications Support

The contractor shall provide sustaining and production support for the DFRC applications until transition to the IEMP suite of applications. This responsibility shall include the installation of the core Agencywide software systems and sustaining support of any site-unique changes to the core. The contractor shall provide support for the transition and for any interfaces required by those site-specific systems that will not be replaced by IEMP. The applications include:

- a. Dryden Accounting and Resource Tracking System (DARTS).
- b. Labor Distribution and Tracking (LABOR) System.
- c. Time and Attendance and Distribution System (TADS).
- d. Integrated Security Information System (ISIS).
- e. NSMS site unique.
- f. NEMS site unique.
- g. NPDMS site unique.
- h. AMS site unique.
- i. NPPS site unique.

3.1.7 Exploration Systems Mission Directorate (ESMD) Support

The contractor shall provide software development, sustaining support, system and database administration, application administration, as well as production support for the Integrated Collaborative Environment (ICE) including WindChill, ProjectLink, PDMLink, Cradle, Active Risk Manager, wInsight, CITRIX, Primavera, Vignette, and an Integration broker.